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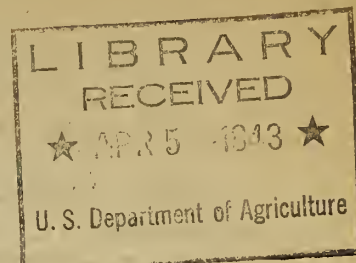
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March 1943

UNITED STATES DEPARTMENT OF AGRICULTURE
Food Distribution Administration

PROSECUTIONS AND SEIZURES UNDER THE INTERSTATE
CLAUSE (TITLE II) OF THE FEDERAL SEED ACT.

(July 1, 1942, to December 31, 1943 (33-41)



33. False labeling of Sudan grass seed and sorghum seed. U. S. v. Springfield Seed Company, Springfield, Missouri. Plea of guilty. Fine, \$25.00. (F. S. 329)

Springfield Seed Company, Springfield, Missouri, delivered for transportation on March 1, 1941, and March 15, 1941, from Springfield, Missouri, to Montgomery, Alabama, and Opelika, Alabama, 20 bags of Sudan grass seed of one lot and 175 bags of sorghum seed consisting of three lots.

Information was filed in the United States District Court for the Western District of Missouri alleging that the Springfield Seed Company unlawfully delivered for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations consisted of the following:

1. Labels attached to the bags represented the Sudan grass seed to have a germination of 85 percent at the time of delivery in interstate commerce; whereas, a sample representing the seed was found to germinate 41 percent. The result of this test indicated that this seed was not correctly labeled with respect to the percentage of germination.
2. Labels attached to the bags of one lot of sorghum seed represented the seed to contain 98.00 percent pure seed and 1.96 percent inert matter; whereas, a sample representing the seed was found to contain 91.33 percent pure seed and 8.67 percent inert matter. The results of this test indicated that the seed was not correctly labeled with respect to the percentage of pure seed and the percentage of inert matter.
3. Labels attached to the bags of one lot of sorghum seed represented the seed to have a germination of 85 percent at the time of delivery in interstate commerce; whereas, a sample representing the seed was found to germinate 67 percent. The result of this test indicated that the seed was not correctly labeled with respect to the percentage of germination.

On September 24, 1942, the defendant entered a plea of guilty and the court imposed a fine of \$25.00.

34. False and incomplete labeling of vegetable seed and lawn grass seed.
U. S. v. Lake Shore Seed Company, Dunkirk, New York. Plea of guilty.
Fine \$500.00. (F. S. 338)

Lake Shore Seed Company, Dunkirk, New York, delivered for transportation on December 19, 1940, from Dunkirk, New York, to Terre Haute, Indiana, seven large cartons of garden seeds and one large carton of lawn grass seed and on March 25, 1941, transported or delivered for transportation, or sold or offered for sale in interstate commerce to Washington, D. C., four display boxes containing 1480 packets of an assortment of vegetable seeds.

Information was filed in the United States District Court for the Western District of New York alleging that the Lake Shore Seed Company unlawfully delivered for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations consisted of the following:

1. Fifty-seven varieties of vegetable seeds shipped to Indiana and 19 varieties of vegetable seeds shipped to Washington, D. C., were found to be below the standards for germination provided for under the Federal Seed Act and the packets were not completely labeled in that the labeling on the packets failed to show the germination percentage, the date of test, and the words "below standard."
2. Thirty-four packages of lawn grass seed shipped to Indiana were not completely labeled to show the detailed information required by the Federal Seed Act.
3. One package of lawn grass seed shipped to Indiana failed to show the name and number of noxious-weed seeds present per pound but was found to contain red sorrel, a noxious-weed seed in the State of Indiana, at the rate of 905 per pound and showed a date of germination test more than five months previous to delivery in interstate commerce contrary to the provisions of the act.
4. Two varieties of vegetable seeds shipped to Washington, D. C., failed to show the variety name as required by the act.

On November 17, 1942, the defendant entered a plea of guilty and the court imposed a fine of \$500.00.

35. False labeling of tall meadow oatgrass seed. U. S. v. four bags of tall meadow oatgrass seed. Seed seized and ordered destroyed. (F. S. 339)

The Belt Seed Company, Baltimore, Maryland delivered for transportation on March 4, 1942, from Baltimore, Maryland to Hundred, West Virginia, four bags of tall meadow oatgrass seed.

A libel was filed in the United States District Court for the Northern District of West Virginia praying seizure of said four bags of tall meadow oatgrass seed alleging same to be falsely labeled in violation of the Federal Seed Act. Labels attached to the bags represented the seed to contain 75.40 percent pure seed, 16.70 percent inert matter, 5.00 percent crop seed, 2.90 percent weed seed and the noxious-weed seed wild onion at the rate of 10 per ounce. A sample representing the seed was found to contain 33.63 percent tall meadow oatgrass seed, 33.33 percent orchard grass seed, 27.24 percent inert matter, 0.44 percent crop seed, 5.36 percent weed seed and the noxious-weed seed wild onion at the rate of 483 per ounce. The results of these tests indicated that this seed was not correctly labeled with respect to the percentage of pure seed, the percentage of inert matter, the percentage of weed seed, the percentage of crop seed and the rate of occurrence of noxious-weed seeds. The seed was seized by the United States marshal.

On October 20, 1942, no claimant having appeared, the court ordered that the seed be destroyed.

36. False labeling of sorghum seed. U. S. v. 10 bags of sorghum seed. Seed seized and ordered destroyed. (F. S. 342)

Springfield Seed Company, Springfield, Missouri, delivered for transportation on April 2, 1941, from Springfield, Missouri, to Brookhaven Brokerage Company, Brookhaven, Mississippi, 420 bags of sorghum seed.

A libel was filed in the United States District Court for the Southern District of Mississippi praying seizure of 10 bags, more or less, of said sorghum seed and alleging same to be falsely labeled in violation of the Federal Seed Act. Labels attached to the bags at the time of delivery in interstate commerce bore in part the statement "KIND TEX RIB. CANE" indicating that the seed was a variety of sorghum known as "Texas Ribbon Cane"; whereas, a sample representing the seed was identified as the variety of sorghum known as "Leoti Red." This identification indicated that the seed was not correctly labeled with respect to the name of the variety. One hundred and fifty pounds of the seed was seized by the United States marshal.

On November 6, 1942, no claimant having appeared, the court ordered that the seed be destroyed.

37. False and incomplete labeling of Sudan grass seed and sorghum seed. U. S. v. Ross-Hicks Grain Company, Fort Worth, Texas. Plea of guilty. Fine, \$25.00. (F. S. 345)

Ross-Hicks Grain Company, Fort Worth, Texas, delivered for transportation from Fort Worth, Texas, the following shipments of seed:

<u>Destination</u>	<u>Kind of seed</u>	<u>No. of bags</u>	<u>Date of shipment</u>
Menno, South Dakota	Sudan grass	400	February 18, 1941
Richmond, Virginia	Sudan grass	200	March 19, 1941
Birmingham, Alabama	Sorghum	35	March 19, 1941
Alliance, Nebraska	Sudan grass	500	April 15, 1941
Richmond, Virginia	Sudan grass	400	May 30, 1941

Information was filed in the United States District Court for the Northern District of Texas alleging that the Ross-Hicks Grain Company did unlawfully deliver for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations consisted of the following:

1. Labels attached to the 400 bags of Sudan grass seed shipped to Menno, South Dakota, represented the seed to be 98.6 percent pure seed and 1.1 percent inert matter and to have a germination of 90 percent; whereas, a sample representing the seed was found to contain 94.39 percent pure seed and 4.99 percent inert matter and was found to have a germination of 76 percent. The results of these tests indicated that the seed was falsely labeled with respect to the percentage of pure seed, the percentage of inert matter and the percentage of germination. In addition, the labels failed to show the name and address of the consignee as required by the act.
2. Labels attached to the 200 bags and 400 bags of Sudan grass seed shipped to Richmond, Virginia, bore in part the statement "Noxious Weed Seeds - None"; whereas, a sample representing the 200 bags of Sudan grass seed was found to contain Johnson grass seed at the rate of 20 seeds per ounce and a sample representing the 400 bags of Sudan grass seed was found to contain Johnson grass seed at the rate of approximately one per ounce. The sale of Sudan grass seed containing one or more Johnson grass seeds in two ounces is prohibited in the State of Virginia.
3. Labels attached to the 35 bags of sorghum seed shipped to Birmingham, Alabama, represented the seed to be 99.0 percent pure seed and 0.6 percent inert matter and to have a germination of 85 percent; whereas, a sample representing the seed was found to be 96.28 percent pure seed, and 3.67 percent inert matter and was found to have a germination of 67 percent. The results of these tests indicated that this seed was not correctly labeled with respect to the percentage of pure seed, the percentage of inert matter and the percentage of germination.

4. Labels attached to the 500 bags of Sudan grass seed shipped to Alliance, Nebraska, represented the seed to be 98.7 percent pure seed with a germination of 90.0 percent and to consist of one lot of seed; whereas, individual bag samples representing various portions of this seed were found to vary in pure seed content from 95.08 percent to 96.80 percent and in germination from 2 to 92 percent. . The results of these tests indicated that the seed was not correctly labeled with respect to the percentage of pure seed, the percentage of germination, and that it could not be regarded as one lot of seed as defined under the rules and regulations of the act.

On December 12, 1942, the defendant entered a plea of guilty and the court imposed a fine of \$25.00.

38. False labeling of lespedeza seed. U. S. v. 18 bags of lespedeza seed. Seventeen bags seized and released under bond and one bag destroyed. (F. S. 347)

E. K. Hardison Seed Company, Nashville, Tennessee, transported on November 8, 1941, and November 24, 1941, from Nashville, Tennessee, to Montgomery, Alabama, a total of 115 bags of lespedeza seed.

A libel was filed in the United States District Court for the Northern District of Alabama praying seizure of 18 bags of said lespedeza seed and alleging same to be falsely labeled in violation of the Federal Seed Act. Labels attached to the bags bore in part the statement "PRIMARY NOXIOUS WEEDS PER LB. DODDER 96"; whereas, a sample representing 17 bags of the seed was found to contain dodder seeds at the rate of 354 per pound and a sample representing one bag of the seed was found to contain dodder seeds at the rate of 19,887 per pound. At the time this seed was delivered for transportation in interstate commerce the sale of lespedeza seed containing more than 500 primary noxious-weed seeds per pound was prohibited in the State of Alabama; and lespedeza containing more than 200 primary noxious-weed seeds per pound should have been labeled to show the words "Excessive Noxious Weeds" in red ink in not less than 12-point type. The results of these tests indicated that at the time of delivery in interstate commerce 17 bags of this seed were not correctly labeled with respect to the number of noxious-weed seeds present per pound and not completely labeled to show the words "Excessive Noxious Weeds" and one bag was prohibited from sale in the State of Alabama. Seventeen bags of the seed were seized by the United States marshal.

On August 6, 1942, no claimant having appeared an order of condemnation was entered. One bag of the seed was destroyed.

39. False and incomplete labeling of hairy vetch seed. U. S. v. 271 bags of hairy vetch seed. Seed seized and released under bond. (F. S. 350)

E. F. Burlingham and Sons, Forest Grove, Oregon, delivered for transportation on March 20, 1942, March 24, 1942, and April 8, 1942, from Memphis, Tennessee, to Cleveland, Mississippi, a total of 272 bags of hairy vetch seed.

A libel was filed in the United States District Court for the Northern District of Mississippi praying seizure of 271 bags of said hairy vetch seed and alleging same to be falsely and incompletely labeled in violation of the Federal Seed Act. Labels attached to the bags bore in part the statement "Name and Number of Noxious Weeds per lb. Pure Seed PRIMARY--27 CORN COCKLE"; whereas samples representing the seed were found to contain wild onion seed, a noxious weed seed in the State of Mississippi, at the rate of 33 and 153 per pound. The results of these tests indicated that the seed was not correctly labeled with respect to the name and number of noxious-weed seeds present per pound. Two hundred and seventy-one bags of the seed were seized by the United States marshal.

On September 7, 1942, the court ordered the seed released to the claimant under bond with the stipulation that the seed be relabeled and not disposed of contrary to the provisions of the Federal Seed Act.

40. False labeling of sericea lespedeza seed. U. S. v. 50 bags of sericea lespedeza seed. Seed seized and ordered destroyed (F. S. 351)

Dobson-Hicks Company, Nashville, Tennessee, delivered for transportation on February 3, 1942, from Nashville, Tennessee, to Birmingham, Alabama, 50 bags of sericea lespedeza seed.

A libel was filed in the United States District Court for the Northern District of Alabama praying seizure of said 50 bags of sericea lespedeza seed and alleging same to be falsely labeled in violation of the Federal Seed Act. Labels attached to the bags at the time of delivery in interstate commerce represented the seed to germinate 67 percent with 24 percent hard seeds remaining; whereas, a sample representing the seed was found to germinate 14 percent with 80 percent hard seeds remaining. The results of this test indicated that this seed was not correctly labeled with respect to the percentage of germination and the percentage of hard seed. Forty-nine bags of the seed were seized by the United States marshal.

On July 30, 1942, no claimant having appeared, the court ordered the seed destroyed.

41. False advertising and incomplete labeling of millet seed.
U. S. v. Ross-Hicks Grain Company, Fort Worth, Texas. Plea of guilty.
Fine, \$25.00. (F. S. 354)

Ross-Hicks Grain Company, Fort Worth, Texas, delivered for transportation on December 4, 1941, to Fort Wayne, Indiana, 400 bags of millet seed.

A libel was filed in the United States District Court for the Northern District of Texas alleging that the Ross-Hicks Grain Company did unlawfully deliver for transportation in interstate commerce the above-mentioned shipment of seed in violation of the Federal Seed Act. This seed was sold to have a germination of "85% or higher" and "90 or better"; whereas, samples representing the seed were found to germination 67 and 69 percent. The results of these tests indicated that the seed was falsely advertised for sale in interstate commerce. In addition, labels attached to the bags at the time of delivery in interstate commerce failed to show the percentage of germination as required by the act.

On December 12, 1942, the defendant entered a plea of guilty and the court imposed a fine of \$25.00.

INDEX, BY DEALER, TO CASES OF PROSECUTION AND SEIZURE

UNDER THE FEDERAL SEED ACT, 33-41

<u>Dealer and Kind of Seed</u>	<u>Reference No.</u>
The Bolt Seed Company, Baltimore Maryland	
Tall meadow oatgrass.....	35
E. F. Burlingham and Sons, Forest Grove, Oregon	
Hairy vetch.....	39
Dobson-Hicks Company, Nashville, Tennessee	
Sericea lespedeza.....	40
E. K. Hardison Seed Company, Nashville, Tennessee	
Lespedeza.....	38
Lake Shore Seed Company, Dunkirk, New York	
Vegetable and lawn grass.....	34
Ross-Hicks Grain Company, Fort Worth, Texas	
Millet.....	41
Sudan grass and sorghum.....	37
Springfield Seed Company, Springfield, Missouri	
Sorghum.....	36
Sudan grass and sorghum.....	33

